This Agreement is made and entered into by and between the **County of Lake**, hereinafter referred to as **"County"**, and **Imprenta Communications Group**, Inc., hereinafter referred to as **"Contractor"**, collectively referred to as the "parties".

1. <u>SERVICES</u>. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto, and incorporated herein as Exhibits A and B, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Imprenta Professional Communications and Public Relations Services Proposal, Exhibit C – Fiscal Provisions, and Exhibit D – Compliance Provisions, the Agreement shall prevail.

2. <u>TERM</u>. This Agreement shall commence on <u>April 23, 2024</u>, and shall terminate on <u>April 22, 2027</u>, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. <u>COMPENSATION</u>. Contractor has been selected by County to provide the services described hereunder in Exhibits "A" and "B" (*Scope of Services, and Imprenta Professional Communications and Public Relations Services Proposal*), attached hereto. Compensation to Contractor shall not exceed <u>Eighty-Eight Thousand Dollars</u> (\$88,000.00) annually, <u>Two</u> <u>Hundred Sixty-Four Thousand Dollars</u> (\$264,000.00), over the Term of the Agreement.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "C" (Fiscal Provisions), attached hereto, provided Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. <u>**TERMINATION**</u>. This Agreement may be terminated by mutual consent of the parties or by County upon 30 days' written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County, executed by the County Administrative Officer or their designee.

6.	NOTICES. All notices between the parties	shall be in writing addressed as follows:
	County of Lake	Imprenta Communications Group, Inc.
	Administration	3183 Wilshire Blvd 196N
	255 N. Forbes St.	Los Angeles, CA 90010
	Lakeport, CA 95453	
	Attn: Matthew Rothstein	Attn: Joe Zago

Page 1 of 9

7. <u>EXHIBITS</u>. The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services Exhibit B – Imprenta Professional Communications and Public Relations Services Proposal Exhibit C – Fiscal Provisions Exhibit D – Compliance Provisions

8. <u>**TERMS AND CONDITIONS.</u>** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.</u>

9. <u>INTEGRATION</u>. This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on April 23, 2024.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Imprenta Communications Group, Inc.

ATTEST: SUSAN PARKER Clerk to the Board of Supervisors APPROVED AS TO FORM: LLOYD GUINTIVANO County Counsel

0 By:

By: _____

AGREEMENT FOR PROFESSIONAL COMMUNICATIONS AND PUBLIC RELATIONS SERVICES EXHIBIT "A" – SCOPE OF SERVICES

1. <u>CONTRACTOR RESPONSIBILITIES</u>.

•

- 1.1 Completion of the Work Plan, as described beginning on labeled page number 7 of the Imprenta Professional Communications and Public Relations Services Proposal (*Exhibit "B"*). The parties are in Agreement Newsletters covered within the retainer fee (*\$6,500.00/month*) are expected to encompass both monthly Countywide Newsletters and periodic (*no more than quarterly*) District-specific Newsletters.
- 1.2 It is further understood Contractor will regularly (*up to weekly*) meet with County staff to outline specific priorities to be accomplished within the retainer fee.
- 1.3. Contractor will confer with County and develop a budget for any special projects to be undertaken (*this Agreement provides for \$10,000 in annual special project and other costs beyond the \$6,500.00 monthly retainer*). Work on special projects will be budgeted in accordance with Imprenta's Cost Proposal (*Exhibit B, Section E, labeled page numbers 25-27*).

2. <u>**REPORTING REQUIREMENTS.**</u> Contractor shall submit monthly status reports in a format approved by the County by the 10th of the month following the report period.

3. **RECORDS RETENTION.** Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

4. COUNTY RESPONSIBILITIES.

- 4.1 Participation in regular meetings with the Imprenta team to prioritize and plan for communications needs.
- 4.2 Coordination, as needed, surrounding provision of services not covered within the monthly retainer.

EXHIBIT B: Imprenta Professional Communications and Public Relations Services Proposal





3183 Wilshire Blvd 196N Los Angeles, CA 90010



PRESENTED TO

County of Lake, State of California

IN RESPONSE TO REQUEST FOR QUALIFICATIONS RFQ #24-11 Professional Communications and Public Relations Services Date submitted: January 17, 2024 January 17, 2023



Matthew T. Rothstein Chief Deputy County Administrative Officer 255 N. Forbes Street Lakeport, CA 95453 LakeCountyPurchasingAgent@lakecountyca.gov

Re: Request for Qualifications for Professional Communications and Public Relations Services

Dear Mr. Rothstein,

Imprenta Communications Group, Inc. is pleased to submit our proposal for RFQ No. 24-11, Professional Communications and Public Relations Services for Lake County. Joe Zago, Imprenta's Executive Vice President, is authorized with respect to all matters of this solicitation and to contractually bind the firm upon award.

Unrivaled track record since 2001. Imprenta is an award-winning diverse marketing, public affairs, and campaign firm which specializes in reaching California's multicultural audiences. Since 2001, Imprenta has been developing effective strategies and integrated outreach and education campaigns to motivate behavioral change and advocate for important issues facing California communities at the state and local levels. Imprenta has an in-house bilingual staff who are fluent in Spanish and Asian languages as well as decades of experience working with monolingual audiences in the U.S. We have successfully integrated our community-centered engagement approach with evolving effective, strategic communications plans to create award winning campaigns for such clients as the California Fire Foundation, the Department of Financial Protection and Innovation, Alameda County Public Health Department, The California Endowment, and Resources Legacy Fund to name a few.

Our Approach for Lake County. Our approach has two elements. First, to guide the effort, we'll work closely with you to create an **Optimized Communications Plan**. This plan will focus on preparing content that addresses county issues and focuses on audience understanding, inclusivity, and engagement. It will be functional and sustainable. Which leads us to the second element: we'll work with you as an **integrated team**, providing you with training and resources such as a communications tool kit for your own do-it-yourself methods; and we'll work as your extended staff on projects that require our expertise.

Shared Values: Mission-driven community engagement. We commend Lake County for your commitment to reach and engage your constituent groups in key subject areas. We provide you with a synergistic fit because for the past two decades we've successfully worked in locations with similar issues — specifically Merced, Del Norte, and Mendocino. We share in your belief that educating, engaging, and empowering the diverse segments of the community leads to successful and high performing county government, satisfied constituents, and ultimately, a robust, vibrant democracy.

We are enthusiastic about and grateful for the opportunity to partner with Lake County to develop Professional Communications and Public Relations Services. We look forward to our next steps with you.

Thank you for your consideration and for the opportunity to be of service.

Sincerely,

Joe Zago, Executive Vice President 3183 Wilshire Blvd. 196N, Los Angeles, CA 90010 Email: <u>gzago@icgworldwide.com</u> • Phone: (916) 798-0479



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SECTION B | COMPANY PROFILE



B.1 Executive Summary. This proposal provides Lake County with a sustainable communications system. We will work closely with you to develop and implement an **Optimized Communications Plan** that provides multi-modal communications to address county issues, provides a communications tool kit, and is inclusive for all of the county's diverse audiences.

We'll work with you as an **integrated team**, providing training and resources for your own do-it-yourself methods and we'll work as your extended staff on projects that require additional expertise. Our scope of work will focus on developing print, web, and video content for the eight products described in the RFQ: newsletters, list management, photography and image collection, video and graphics, public information, and public relations plans, public and media relations & media monitoring, communication consultation and support, and "Year in Review" content.

With respect to costs, we propose a monthly retainer and/or hourly rates for defined time-based services and a menu-type approach to all other non-retainer tasks addressing photography, video, and print including graphics.

B.2 Company Overview. Imprenta is an award-winning strategic communications firm founded in 2001 to empower diverse communities by giving them a voice and communicating to them in ways which respect their diversity and understand their culture. As one of the largest independent public relations, social media, and communications firms in California, our integrated communications campaigns are designed to motivate behavioral change and advocate for important issues facing communities throughout our state. Imprenta staff provides strategically tailored approaches in the development of print and digital communications materials such as: newsletters, photography, scripted and unscripted video/graphics/other visual content, logo design and branding, printable materials (flyers, brochures, etc.), annual reports and "year in review" content, to name a few. Because our creative and business processes are done in-house, we are able to provide strategic flexibility, real time analytics and control of creative and business processes to effectively create the winning edge for our clients' campaigns. Lake County can draw upon decades of experience in the following areas of expertise:



Making A Positive Impact. Imprenta's mission is to inform, enlighten, and engage all segments of our community, and we share the same journey with our clients to improve the lives and livelihoods of everyday Californians. We have been fortunate to work with some of California's largest foundations, nonprofit organizations, and government entities. As a full-service communications and outreach firm which specializes in reaching diverse audiences, we have won more than 100 industry awards for our creative and digital work targeting both monolingual, bilingual and minority audiences. To name a few examples:

 Assisting the Alameda County Public Health Department to provide recommendations for public education, communications and outreach campaigns targeting low-income Latinos and Asian American and Pacific Islanders including a questionnaire and revised materials to better reach targeted audiences.



- Raising awareness for the California Fire Foundation about wildfire safety and bringing resources to underserved communities in rural, high fire threat areas by leading creative efforts to create and produce print/digital collateral, online/digital media, radio, and outdoor media efforts and through a robust multilingual communications plan.
- Providing multilingual and culturally competent COVID-19 vaccination awareness and education to Latino communities in the Coachella Valley, Fresno, and Merced.
- Educating monolingual Spanish-speaking Latinos and other diverse vulnerable workers about their wage and labor rights on behalf of the Department of Industrial Relations for the "Wage Theft is a Crime" campaign in Fresno, Sacramento, the Coachella Valley, and San Diego.
- Creating brand awareness for the Department of Financial Protection and Innovation and educating vulnerable consumers on their financial rights in response to COVID-era financial scams in Fresno, Coachella Valley, San Diego, Sacramento, and Merced, among others.
- Activating parents and local school officials regarding the availability of funds under the Local Control Funding Formula for students in need in predominantly Latino-populated areas including Eastern Coachella Valley, Fresno, Merced, and South Kern, among others.
- Developing and implementing Measure LA, a winning ballot measure campaign for the Los Angeles Community College District to secure funding for nine community colleges located in such cities as Monterey Park, Wilmington, Sylmar, Woodland Hills, Los Angeles, Valley Glen, and Culver City.

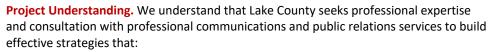
B.3 Staff Profiles. Imprenta will bring its deep and diverse bench of expertise to support Lake County:

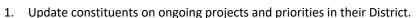
- Joe Fernandez Zago, Executive Vice President, is the project manager responsible for the day-to-day project activities, contract administration including schedule and budget adherence, and quality control. Based in our Sacramento office, he's easily accessible and can be onsite if needed in short order. He can be reached at 916.798.0479 or gzago@icgworldwide.com.
- Katreena Salgado, Senior Vice President, is the creative director. She grasps the big picture, works collaboratively, and draws on a wide range of skills, giving her teams a strong competitive advantage. She's fluent in Tagalog.
- Tomás Prower, Account Director and project community liaison, provides client and stakeholder engagement services day-to-day. He's a federally certified Public Information Officer with 15 years' experience leading interdisciplinary teams. He's fluent in English, Spanish, French, and Italian.
- Cheng Yang, Account Manager, provides filmmaking and editing capabilities. He has extensive experience in producing content for streaming platforms and is adept at translating complex concepts into engaging visual stories that resonate with diverse audiences. He's bilingual in Mandarin Chinese.
- Brandi Garcia-Valdes, Account Executive, provides digital marketing and outreach support. She's wellversed in social media strategy, grassroots efforts, and event outreach. She's bilingual in Spanish.
- Andrés Martínez Pais, Account Executive, provides community engagement to Spanish-speakers and client administrative support. Andrés is well-versed in social media strategy, grassroots efforts, and event outreach. He's bilingual in Spanish.
- Andrea Martinez, Account Executive, supports daily tasks ranging from graphic design, videography, and copyediting. She has over five years of administrative support, technical writing, and multimedia roles. She's bilingual in Spanish.



SECTION C | WORK PLAN

C.1 Our Approach. Our approach consists of a clear understanding of the **project**, defining our **goals**, **objectives**, **target audience**, **strategic approach** as well as demonstrating their impact on Lake County's **key priorities and community needs**. We'll also briefly outline our **Scope of Work and deliverables** as well as provide a proposed **Timeline** of work activities.





- 2. Keep constituent groups, such as the Community Visioning Forum Planning Committee, up to date in content areas of interest that intersect County responsibilities such as Economic Development and Housing, broader policy domains, and fire mitigation and other hazard mitigation activities.
- 3. Develop effective strategies to manage email lists and provide relevant content to those seeking to engage in the work of County government (i.e., automated text message distribution and/or push notifications).
- 4. Develop enhanced and targeted communications plans and public-facing informational materials of countywide interest such as Public Health threats.

Project Goals and Objectives. Lake County desires a professional plan, tools, products, and support that position it to successfully deploy an integrated, multi-modal communications approach. The county desires the ability to professionally, competently, and easily deliver communications to strengthen services and a positive image of county government. Our objectives are to assist Lake County:

- Build a responsive customer base that consistently receives and shares messages.
- Create trust and confidence in the County's brand.
- Foster active community and stakeholder engagement.

Target Audience. Lake County has a unique community profile. Following are pertinent demographics and psychographics that help determine messaging and communications vehicles:

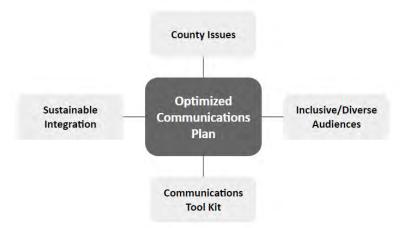
- 1. Lake County, while predominantly white (86.3%), has a rich cultural tapestry including 24.7% Hispanic ethnicity and 4.7% Native Americans, notably higher than the statewide ratio of 0.5%.
- 2. There's a relatively large population of low income, older Americans with disabilities.
- 3. English is the most used language, Spanish is second.
- 4. While 92.4% of Lake County households have at least one computer, there is a slight lag in internet subscription rates (83.5% compared to California's 90.4%), suggesting potential challenges in accessing online resources.
- 5. Community priorities include health and senior-focused services, eco-tourism, environmental preservation and protection, and wildfire safety and disaster preparedness.

Imprenta's Strategic Approach. Based upon our initial research utilizing 2022 U.S. Census data (Lake County population at 68,191), we've identified some community priorities that will effectively provide a comprehensive strategic communications approach as well as tactics and vehicles to effectively reach and engage with our target audiences. Our approach has two elements:





• First, we'll work closely with you to create an **Optimized Communications Plan**. This community-centered approach will develop multi-channel content for key issues based upon the principles of audience understanding, inclusivity, and engagement. The plan will be functional and self-sustaining and include a content-based toolkit readily available for county staff use.



• Which leads us to the second element: we'll work with you as an **integrated team**, providing you with training and resources so County staff can "do-it-yourself" for most of your communications needs. We'll be available to work with you as your extended staff on bigger, more complex projects or things County staff don't have the time or inclination to do.

We understand that Lake County wants its residents and visitors to feel safe and secure. We'll prepare your strategic communications plan that is inclusive and reaches diverse audiences. We know, based upon experience, that when audiences are seen, heard, valued, and respected, they're much more likely to engage and in turn expect frequent communications.

Deliverables. The Optimized Communication Plan will lead to a functional and practical system that can sustain itself and fulfill your mission: to update county constituents on ongoing projects and priorities in their Districts and lead constituents and visitors alike to perceive that the County is respectful, professional, inclusive, responsive, and cares about their safety. To this end, we'll design targeted and relevant messaging. To demonstrate our expertise in bringing this idea to life, we've included samples in Section D (see page 15), with the following deliverables for each Communications Strategy:

- 1. Newsletters.
- 2. List Management.
- 3. Photography and image collection.
- 4. Video and graphics.

- 5. Public information and relations plans.
- 6. Public and media relations and media monitoring.
- 7. Communication consultation and support.
- 8. "Year in Review" content.

Lake County Priorities: Responding to Community Needs. In order to authentically engage with our target audience, provide relevant messaging, as well as design and deploy the appropriate vehicles, we conducted initial research to identify community needs and priorities. The following table provides an overview of Lake County's priorities based on community demographics and needs, as well as the communications strategies we'll implement for optimal communications and engagement results.



Lake County Priority	Community Need	Communications Strategy
Senior Healthcare and Accessibility- Focused Amenities	 With a significant aging population (23.9% aged 65 and above) and nearly double the disability rate than state rate (13.5%), there is a demand for enhanced healthcare services and senior-focused amenities. For the senior population 65 and older, over 40% have a disability. The prevalence of multiple disabilities increases the fold from acces (5.74 to 1000). 	To assist residents to live safely and independently, Imprenta will utilize resources from the Department of Public Health to develop targeted communication campaigns to raise awareness of available healthcare resources including Covered California, Health Insurance Portability & Accountability Act (HIPAA), Medi-Cal, Medical Reserve Corps, etc., and countywide services such as senior centers,
	increases twofold from ages 65-74 to those aged 75 and above, indicating an increased need for in- home systems of care and caregiver support services.	mental health divisions, Alzheimer's day care, and family caregiver support.
Cultural Competence and Language Access	 Lake County, while predominantly white (86.3%), has a rich cultural tapestry including 24.7% Hispanic ethnicity and 4.7% Native Americans, notably higher than the statewide ratio of 0.5%. While English is the most used language, Spanish is second. 	Imprenta has robust experience reaching and communicating with limited-English speakers, rural communities, and other diverse communities. We'll create and translate materials in multiple languages , particularly Spanish, major Asian languages present in the county, and if applicable indigenous languages such as Mixtec.
Digital Inclusion	• While 92.4% of Lake County residents own computers, there is a slight lag in internet subscription rates (83.5% compared to California's 90.4%), suggesting potential challenges in accessing online resources.	Imprenta will develop and implement sustainable digital inclusion initiatives, such as offline and online community workshops and print materials for school, hospitality, public library, community event uses, to bridge the gap and ensure equitable access to online services for all residents.
Economic Disparities	• Lake County faces economic challenges with a higher poverty rate (17.1%) and lower median household income (\$56,259) compared to the California rates at \$91,905.	Imprenta will develop resources that communicate and promote targeted economic initiatives, employment resources, and community support programs to address poverty and enhance overall economic well-being.
Tourism and Recreation	 Lake County's economy relies heavily on tourism and recreation. 	Imprenta will develop a strategic approach and relevant communication materials that promote responsible tourism, highlight recreational opportunities, and engage both residents and visitors in the preservation of natural resources including water, forests, and wild animals.

Table 1: Addressing Community Priorities and Needs with Effective Communications Strategy



Wildfire and Disaster Mitigation	 Lake County encompasses diverse terrains, featuring rugged mountains, undulating hills, and expansive valleys. The county's topography, characterized by remoteness and steep slopes, poses challenges for fire equipment and personnel in accessing wildland fires. The drainages within the region can act as conduits, swiftly moving wind and fire up gentle or steep slopes, thereby elevating the risk of wildfires for Lake County communities. Over the past six years, Lake County has witnessed the loss of over 1,800 homes to wildfires, with estimates suggesting that more than 60 percent of the County's landscape has succumbed to fires in the decade spanning from 2011 to 2021. 	 Imprenta will leverage our experience and relationships with CFF and CalOES to produce materials relevant to Wildfire and Disaster Mitigation. If needed, we are also able to develop a virtual communications approach via digital ads and social media to engage and educate diverse communities.
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C.2 Scope of Work. Based on the samples from other counties that were referenced in the RFQ (such as Year in Review, Newsletters, etc.), Imprenta will take special consideration to design similar or improved versions that we'll present to Lake County for approval prior to implementation. The following scope of work addresses Lake County's need to provide its diverse constituents with information and engagement opportunities that address the key priorities outlined in the table above, using a combination of traditional / print and digital media vehicles.

1. Newsletters

- **Specs:** One-page, with header and 2-3 photos/graphics.
- Format: Digital and/or print.
- **Sample content:** Emergency notifications, safety awareness, severe weather, missing persons, unexpected road closures, public health, community spotlight, public works projects, event promotions, and education series.
- Key work elements:
 - Monitor news topics around Lake County on a daily basis and gather news articles based on content categories listed above and from regular meetings with the county.
 - Develop a monthly theme for newsletters, for example:

May - Wildfire Safety and Preparedness

- Collaborate with Lake County OES for safety tips and preparedness information.
- Provide district-detailed wildfire forecast.
- Introduce and promote *LakeCoAlerts* (emergency alerts system) to residents.

August - Back to School and Education

- Feature back-to-school traffic and safety tips for parents and students.
- Showcase local educational programs and initiatives.
- Share information on school events and open houses.
- Utilize Mailchimp or similar for digital newsletter design and distribution.



- Assist in the distribution of printed newsletters at locations determined by the demographic profiles of each district.
- **Frequency:** Monthly or quarterly.
- Metrics/evaluation: Use Mailchimp or similar for digital newsletter evaluation based on metrics such as click-through rate, open rate, and number of new subscribers. In addition, collect feedback through Mailchimp or similar quarterly surveys and/or direct responses to understand community satisfaction, preferences, and improvement areas.
- Budget: Retainer and quoted pricing for print (see Section E, page 25).

2. List Management

- **Specs:** Establish an easy-to-use contact list guide designed for county use on Mailchimp or similar. Import data from the original contact list provided by the County (if any) and incorporate new contacts in Excel and/or CSV formats.
- Format: Contact management tools such as Mailchimp or similar.
- **Sample content:** Push notifications, SMS alerts, email/newsletter, mailing list, social media connections, and media contacts, among others.
- Key work elements: Determine the community priorities that the list will address, use cases/purposes, recipient addresses, internal management, existing data, and additional data to be collected, if any.
- Metrics/evaluation: Message delivery failure and opt-in message mechanism.
- Budget: Retainer plus purchase/rental to be quoted separately (see Section E, page 25).

3. Photography and Image Collection

- **Specs:** Stock photo (e.g., Getty Image, Adobe Stock, Shutterfly) or customized graphics designed inhouse in highest-resolution JPEG and any other required formats.
- Format: Still images (jpg or png).
- **Sample content:** Create photographic and graphics materials to be determined based upon the print and digital materials they'll be used in.
- Key work elements:
 - 1. Use of stock photos.
 - 2. Develop customized graphics/images in English, Spanish, and other major used languages as needed.
 - 3. Use images relevant to key messages and priorities.
 - 4. Determine platforms/vehicles on which images will be used.
 - 5. Create an easily manageable asset library for use in various initiatives.
- Metrics/evaluation: Engagement numbers generated for social media posts and press release usage.
- Budget: Quoted pricing for stock or custom photographs (see Section E, page 25).

4. Video and Graphics

- **Specs:** Long videos, short reels, animated materials.
- Format: MP4, MOV, AVI, etc.



- **Sample content:** Create video and animated materials to be determined based upon the digital materials they'll be used in.
- Key work elements:
 - 1. Use stock videos.
 - 2. Develop customized videos and animations in English, Spanish, and other major used languages as needed.
 - 3. Use videos relevant to key messages and priorities.
 - 4. Determine platforms/vehicles on which videos will be used.
 - 5. Place videos into the asset library.
- **Metrics/evaluation:** For example, the number of views, average watch duration, completion rate, engagement numbers generated for social media posts, and press release usage.
- Budget: Quoted pricing for videos (see Section E, page 25).

5. Public Information and Media Relations Plans

- **Specs:** Will vary as needed.
- **Format:** Develop a comprehensive multilingual communications plan including microsite and social accounts if needed.
- Sample content: <u>Wildfire safety</u>, <u>water resources</u>, <u>housing</u>, <u>hazard mitigation</u>, <u>public health</u>, and other initiatives of interest to Lake County communities (e.g., Strategic Planning / Community Visioning and important changes in County business practices and/or policies).
- Key work elements:
 - 1. Gather data and background information on key topics including previous campaigns conducted by Lake County and other counties.
 - 2. Conduct audience research to understand the perception of current topics.
 - 3. Tailor messaging and identify communication channels for target audiences.
 - 4. Develop clear, concise, and consistent messaging aligned with the objectives and create materials for websites and social media.
 - 5. Identify spokesperson and conduct interviews for press release adoption.
 - 6. Develop a media tool kit and monitor media coverage.
 - 7. Collaborate with community and government organizations to maximize reach.
 - 8. Translate creative materials.
- **Metrics/evaluation:** Media coverage, social media engagement, website analysis, community engagement, and public surveys and feedback.
- Budget: Retainer and quoted pricing for stock or custom photographs (see Section E, page 25).

6. Public and Media Relations & Media Monitoring

- **Specs:** Will vary as needed.
- **Type:** Will vary as needed.
- Sample content:
 - **Community spotlight:** Feature different communities within Lake County and highlight unique stories, local businesses, and community events.



- **County accomplishment:** Share county project achievements and positive resident impacts.
- Public Service Announcements (PSAs): As needed.
- Interview: County officials or key topic experts relevant to community issues.
- Event coverage: Highlight County events.
- Key work elements:
 - 1. Update media contact list and maintain positive relationships with media.
 - 2. Create well-crafted press advisories and releases highlighting upcoming events and important statistics.
 - 3. Facilitate media presence at onsite/virtual events.
 - 4. Work with digital media to highlight community stories.
 - 5. Collaborate with influencers such as travel bloggers and Yelp Elites to promote the County.
 - 6. Provide a media report featuring all the earned media efforts with accurate metrics and media feedback.
- **Metrics/evaluation:** Utilize our dedicated system to track earned media performance with tools such as Meltwater and Hootsuite, and monitor key metrics such as media mentions, media pickup, media reach, impressions, and social media share.
- Budget: Retainer (see Section E, page 25).

7. Communication consultation and support

- Deliverables can include:
 - 1. **Crisis management communication plan:** Outline protocols, roles, and responsibilities during emergencies or crises; establish clear communication channels and procedures for internal and external stakeholders; identify potential crisis scenarios and pre-draft key messages for rapid response.
 - 2. Focus groups and/or surveys: Conduct focus group sessions and surveys to understand community perceptions, concerns, and information needs during a crisis.
 - 3. Market research: Analyze trends, sentiment, and public opinion relevant to crisis scenarios.
 - 4. **Graphics:** Prepare infographics, miscellaneous graphics, logos, and scripted and unscripted videos in selected languages.
 - 5. **Press release creation and distribution:** Communicate accurate and timely information during crises to reach all residents.
 - 6. **Social media promotion:** Disseminate emergency updates, safety instructions, and other relevant information via paid social promotion including GEO-targeting to reach residents of specific areas.
 - 7. **Staff and spokesperson training:** Equip County staff with effective communication skills and crisis communication protocols.
 - 8. **Paid media placement:** Based on resident media consumption, place paid advertisements in local newspapers, online platforms, and other relevant media outlets.
- Budget: Retainer and quoted pricing for photographs, videos, and/or print (see Section E, page 25).



8. "Year in Review" content

- **Specs:** PDF version digital report with print version available.
- Sample content:
 - 1. Message from Lake County.
 - 2. Meet your Board of Supervisors.
 - 3. About Lake County (e.g., demographic and geographic characteristics).
 - 4. Key figures and achievements.
 - 5. Fiscal responsibilities.
 - 6. County spending report.
 - 7. Fiscal optimization (e.g., completed infrastructure projects, economic development initiatives).
 - 8. Responses to Lake County priorities (e.g., public services, public health and safety, sustainability and environment, diversity/equity/inclusion, and technology and innovation).
 - 9. Future outlook (e.g., anticipated projects and initiatives for the upcoming year).
 - 10. Available county resources.
- **Key work elements:** Data collection, content creation, asset library usage, design and layout, review and approval, printing and distribution, and publishing and engagement.
- **Metrics/evaluation:** Reader downloads and views, print distribution rate, social media engagements, public surveys, and feedback.
- **Budget:** Retainer and quoted pricing for photographs and/or print (see Section E, page 25).

C.3 Work Plan and Timeline

Work Plan. The work plan describes our general methodology for working with Lake County.

- 1. As a project management discipline, we schedule a **kickoff meeting** at the outset of every campaign to ensure all stakeholders have a unified and clear vision of the goals, methodologies and deliverables required for successful campaign outcomes. Regular meetings will be scheduled after the kickoff meeting to ensure we're on track and respond quickly to emerging and evolving project needs.
- 2. We'll prioritize **weekly status meetings** and **monthly status reports** to track our progress through the lifetime of the project. This allows us to quickly address any potential issues, and to re-define / adjust goals as needed, ensuring our work exceeds expectations.
- 3. Working closely with you, we'll determine which initiatives to pursue and what the topics, frequency, and communications tactics and tools will be deployed.
- 4. At the end of each year, we'll conduct an **Annual Review and Assessment** of the successes we should continue, opportunities for refinement, and other lessons learned that will inform future Work Plans.



Timeline. The table below is a proposed timeline of activities, assuming Imprenta will perform all tasks and provide all deliverables indicated in Scope of Work.

Table 2: Timeline

Lake County Optimized		Q1				Q2			Q3			Q4		
Communications Plan Major Activities		Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	
1	Meetings with County	1 1 3 4	5 6 7 8	e 10 11 EE	13 14 15 16	5 17 18 19 20	21 22 23 24	25 26 27 28	29 30 31 3	1 33 34 35 36	37 38 39 40	41 42 49 44	45 46 47	
	(Kick off, then regular thereafter)			-										
2	Determine timeline for each deliverable													
3	Monthly and quarterly newsletter development													
4	ID key community topics of interests													
5	Creative assets development (videos, graphics, logos)													
6	Targeted Public Information campaign development													
7	Countywide distribution list management and update													
8	Review and update earned media list													
9	Communication initiative performance analysis													
10	Evergreen creative library management													
11	Community-targeted strategic planning													
12	Content calendar for newsletters													
13	Media monitoring report			1										
14	Monthly budget report and results report													
15	"Year in Review" development and update													
16	Mid-year progress review with County													
17	End of year analysis and review with County													



SECTION D | WORK SAMPLES

D.1.1 WORK SAMPLES: Newsletters

East West Bank Quarterly Newsletter | Print and Digital versions

East West Bancorp, Inc. Political Action Committee Board Members:

Doug Krause

Lisa Kim Vice Chair

Travis Kiyota Treasurer

Please do not forward this newsletter to others in the organization unless you have checked membership eligibility with EWB PAC staff first. Federal law is quite strict about what constitutes a "solicitation" and, more importantly, who is eligible for such communications.

Contact Denise Luu at Denise.Luu@East WestBank.com for permission to distribute outside of our PAC membership. Winter Newsletter East West Bancorp Political Action Committee



East West Bank remains committed to engaging in the political process through an approach that is consistent with our core values and our solid corporate governance practices. The EWB PAC is powered through voluntary membership of our associates and provides a platform for our team to become active participants in the political and civic process. We will continue to assist federal candidates and organizations that align with our business goals and host events with key stakeholders in the political arena.

Congressional Updates

U.S. Senate Race Update

After the sudden passing of Senator **Dianne Feinstein** on September 29, Governor **Gavin Newsom** quickly appointed **Laphonza Butler** as the new temporary U.S. senator to represent California for the reminder of the late Senator's term. She is the first openly LGBTQ+ member of the U.S. Senate from California and its first black LGBTQ+ member. Senator Butler has said that she won't seek a full term in 2024, avoiding a very crowded field of fellow Democrats: U.S. Representatives **Barbara Lee**, **Katie Porter** and **Adam Schiff**. A December poll from the Public Policy Institute of California showed Schiff leading with 21% of support from likely voters, Porter with 16% and Lee with 8%, while on the Republican side, former baseball player **Steve Garvey** received 10%.

Speaker of the House

On October 3, members of the House of Representatives voted to oust **Kevin McCarthy** from his position as Speaker of the House, making him the first in U.S. history to be removed from this office. After three contentious weeks of voting and three failed Republican nominees, **Mike Johnson**, a congressman from Louisiana, was voted as the new House Speaker on October 25. On December 6, McCarthy announced he will resign from Congress at the end of 2023, ending his 17-year tenure in Washington.

U.S.-Asia Relations Updates

Last month, President **Joe Biden** and Chinese leader **Xi Jinping** met on the sidelines of the Asia-Pacific Economic Cooperation (APEC) Summit in San Francisco. After years of deteriorating relations between Washington and Beijing, Biden characterized the talks as the "most constructive and productive" since he came to office. There were new agreements on key issues: curbing the production of illicit fentanyl sold in the U.S.; reopening of military-to-military communications; and setting up formal discussions on artificial intelligence.

:AST WEST Bancorp

In October, California Governor Gavin Newsom visited China with the stated goal of finding ways to fight climate change. Notably, the trip resulted in a surprise meeting between Newsom and Xi Jinping in which they discussed climate action, economic development, cultural exchange, human rights concerns, and democracy.

Banking Regulations Updates

Community Reinvestment Act (CRA): In October, the Office of the Comptroller of The Currency (OCC), the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation (FDIC) issued a final rule to strengthen and modernize the regulations implementing the CRA. Originally enacted in 1977, the CRA was created to expand bank lending and investments to underserved communities.

The final rule updates the CRA regulation to be able to achieve the following key goals:

1) inspire banks to expand access to credit, investment, and banking services in low- and moderateincome communities; 2) adapt to online banking and mobile changes in the banking industry; 3) clarify and aid adherence of the CRA regulations by updating metrics to evaluate bank lending and community development financing; and 4) tailor CRA evaluations and data collection to bank size and type.

Most of the rule's requirements will be applicable on January 1, 2026. The remaining requirements, including the data reporting requirements, will be applicable on January 1, 2027.

In Memoriam

During her long trailblazing career of public service, **Dianne Feinstein** made history as the first woman to serve as Mayor of San Francisco, as the first female senator to represent California and as the first female senator to preside over a U.S. presidential inauguration. At the time of her passing, she was the longest-serving female U.S. senator.

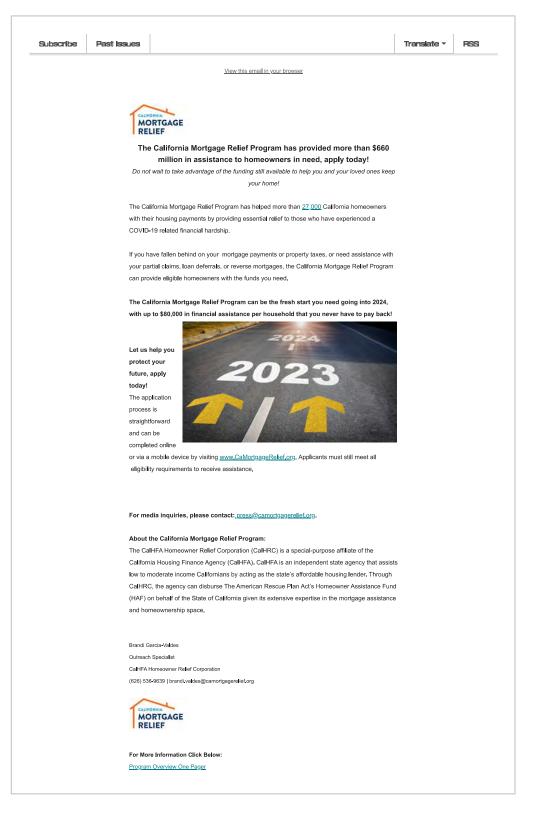


During his tenure as National Security Advisor and later as Secretary of State under the Nixon Administration, **Henry Kissinger** helped open channels of communication, economic cooperation and laid the foundation for the formal normalization of diplomatic relations between the U.S. and China. He passed away at the age of 100.



D.1.1 WORK SAMPLES: Newsletters

Mortgage Relief Newsletter | Digital version, links to website





D.1.2 WORK SAMPLES: Photography, logos, infographics

California Senior Legislature | Photography as used in digital ads and postcard



CHANGING SENIORS' LIVES



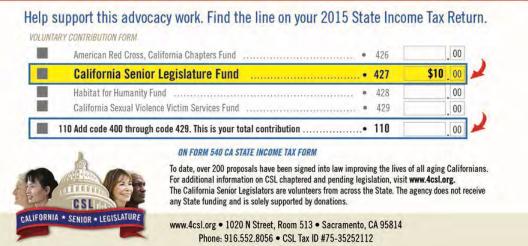
Contribute to the California Senior Legislature Fund on your 2015 State Income Tax form. Using the Voluntary Contribution Form, check code 427.

> www.4csl.org • 1020 N Street, Room 513 • Sacramento, CA 95814 Phone: 916.552.8056 • CSL Tax ID #75-35252112

What's a simple way to make **A BIG DIFFERENCE?**



Tell your tax preparer that you want to donate to the California Senior Legislature Fund (Code 427) on your 2015 State Income Tax Return.

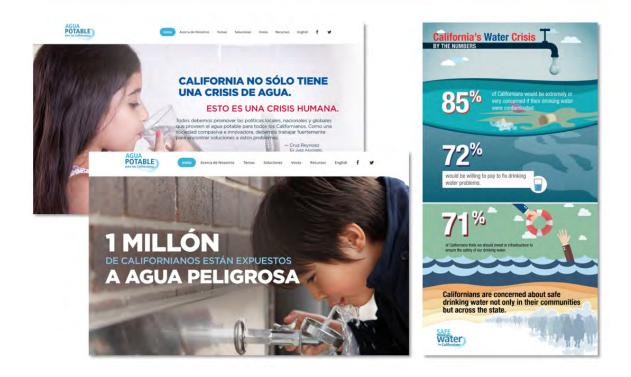




California Health Plus | Photography as used in digital ads and social media



Water Foundation of California | Safe Water Infographics, logo and website





D.1.3 WORK SAMPLES: Video



Link to videos: https://youtu.be/9 M9TCb9Yqk

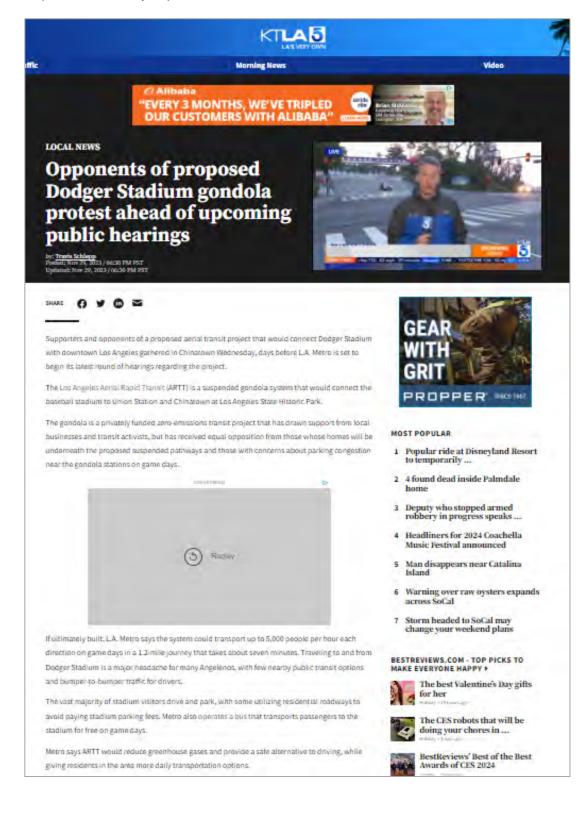


Link to videos: https://www.youtube.com/playlist?list=PLMnMq0Wm85C9tWqFFr01iqGGGED3Iwrx5



D.1.4 WORK SAMPLES: Press Release

Stop The Gondola Project | The California Endowment



1

D.1.4 WORK SAMPLES: Year in Review (Annual Report)

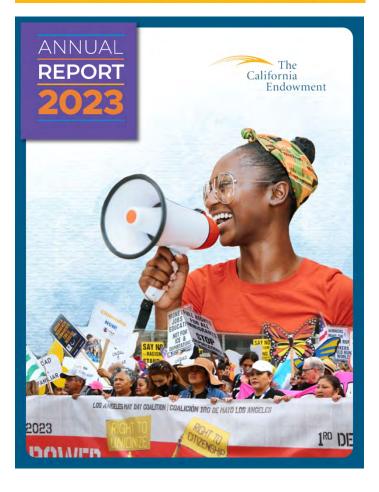
https://spaces.hightail.com/space/s6ZbMLzznE

Annual Report | The California Endowment



2022 Annual Report

THE CALIFORNIA ENDOWMENT | ANNUAL REPORT 2022



2023 Annual Report

D.2.1 Case Study: The California Endowment



COVID-19 / Health Equity / Health Promotion

Overview: Imprenta supports TCE's internal and external communications efforts with regard to COVID-19 education and mobilization.

Strategic Approach: Health Inequity escalated during the COVID-19 pandemic. It has been widely documented that Communities of color and underserved communities suffered the most during these unprecedented times. Whether it was disproportionate access to care, medications, financial assistance, or education about, and accessibility to vaccines, the California Endowment took a proactive role in education, awareness and funding efforts. Deliverables include multilingual videos, radio spots, outdoor, digital ads and social media, animations, as well as crisis management services.

Results: We developed and implemented TCE's paid social media video campaign which garnered over 2 million statewide impressions and over 1 million video views on FB and Instagram under a modest investment. In addition, we provided weekly "Health Watch" reports and produced video and graphic assets for COVID-19 rapid response and distributed the educational materials on Facebook, Twitter and Instagram.

Link to materials: https://drive.google.com/drive/folders/1eIcoelFcGoH7ASbXGQqm1KRKaiSyrVQp



The COVID-19 vaccine is safe and proven to stop the spread of the virus. GET VACCINATED WHEN IT'S YOUR TURN.

Link to videos: https://www.youtube.com/playlist?list=PLMnMq0Wm85C9tWqFFr01iqGGGED3Iwrx5





D.2.2 Case Study: The California Fire Foundation

Wildfire Safety Community Education



Overview: Since 2018, the Wildfire Safety and Preparedness Program (WSPP) has been an annual effort by the California Fire Foundation (CFF) in partnership with Pacific Gas and Electric to raise awareness on wildfire safety and bring resources to underserved communities in high fire threat areas in California with a focus on rural areas. The WSPP reflects major efforts by the State of California to build fire resiliency in our communities.

WILDFIRES

Campaign Overview: A robust, multi-platform, multilingual communications plan was executed by Imprenta to reach residents in high fire threat areas with development of fire safety messaging, television public service announcements, radio ads, digital ads, and outdoor ads.

Languages Provided:

- Spanish
- English
- Cantonese
- Hmong
- Mandarin
- Vietnamese

Strategic Approach:

- Campaign messaging focuses on Californians' need to be vigilant and educated about Wildfires and how this is becoming the new normal for ALL Californians.
- Leading creative efforts to create and produce print / digital collateral, online / digital media, radio, and outdoor media efforts.

Media Planning / Buying / Placement Results:

- \$1.9M media buy budget increased annually FIRE over 5 years in response to consistently successful media strategy delivered by Imprenta team Imprenta placed media buys for the California Fire Foundation statewide targeting rural and monolingual communities in Spanish, Cantonese, Hmong, Mandarin, and Vietnamese.
- Launched the CFF competitive grant program.
- Identified and engaged with community organizations to participate in the program with suggested tiers and amounts of grant for wildfire prevention efforts.



FIRE



D.2.3 Case Study: The City of Palm Springs

Community Education and Engagement

Campaign Overview. Imprenta worked with the City of Palm Springs on its Spanish language marketing/outreach to residents from 2021 to 2023. Our scope of work included



regularly posting on the City of Palm Springs' official Spanish language Facebook page. With a mission to connect more with the Latino residents in Palm Springs/Coachella Valley communities, the scope of work was to ensure the Spanish social media page mirrored its English counterpart, including in-language captions, graphics, and hashtags. These social media campaigns were to increase engagement among the Latino community through follower campaigns, boosted Facebook posts and on-site videos, and translating important City flyers, documents, and emergency communiqués for the Palm Springs City Government, Palm Springs Public Library, and the Palm Springs Department of Parks and Recreation.

Timeline: November 21st, 2021-December 31st, 2023

Objectives:

- Establish and maintain a consistent presence on the Palm Springs' Spanish Facebook page by regularly posting important City events and initiatives.
- Grow the Palm Springs' Spanish Facebook page's presence by increasing the number of followers and overall engagement.
- Create captivating graphics and videos about important City events and initiatives in Spanish to increase awareness among the Spanish language speaking community in Palm Springs.
- Translate important City flyers, documents, and emergency communiqués into Spanish that are both clear and culturally appropriate/sensitive for the Spanish speakers in Palm Springs.

Results:

Imprenta posted an average of 3-4 weekly posts on the Palm Springs' Spanish Facebook page. Posts included:

- 1. Crucial announcements
 - COVID-19 information
 - Road closures and openings
 - Major city events
 - Keeping citizens informed of the unprecedented Tropical Storm Hilary and its aftermath.
- 2. **34 original and translated Spanish graphics.** Within two years the Palm Springs Spanish Facebook page gained 1,318 followers, and currently has 1,874 followers. This is a 237% increase from the original follower count of 556 followers.
- 3. **4 total videos in Spanish** for the Palm Springs Spanish Facebook page, including two public service announcements for the City's new ordinances, an overview of the City's CV Link, and a special video to recruit volunteers for the City's Point-In-Time count. **The 4 videos earned a good average engagement rate of 15.8%**
- A boosted social media special campaign for the City's 85th anniversary, including the creation of 7 original posts with original captions, hashtags, and graphics. The 7 posts reached 34,300 accounts with an engagement rate of 17.11% using a total budget of \$500.
- 5. **Over 72 translations of flyers, newsletters, and important documents** for the Palm Springs City Government, Palm Springs Public Library, and the Palm Springs Department of Parks and Recreation. These Spanish flyers, newsletters, and important documents were sent and displayed to the Spanish speaking communities of Palm Springs and the Greater Coachella Valley.

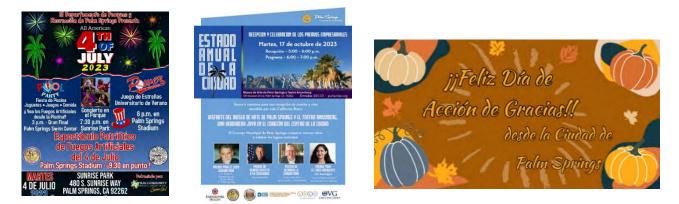


Work Samples:

Links to Video examples:

- <u>CITY FOOD WARE ORDINANCE</u>
- <u>CV Link</u>

Organic Facebook posts transcreated for Spanish-speaking and Latino audiences



Storm Data: During the 24 posts before, during, and after the storm, the Palm Springs Facebook Spanish Facebook page received 1,500% more visitors to the page and 1,600% more likes than the week before.

Total Reach: 19,239 Engagement: 4,235





SECTION E | COST PROPOSAL

E.1 Overview. Our approach to the budget organizes each of the seven tasks as follows:

- **Retainer:** Time-based retainer at \$6,500 per month.
- Hourly Rate Pricing: For all non-retainer tasks such as photography, video, and print unit costs are provided.
- Quoted Pricing: For purchased services such as 4-color printing, mailing, stock images, etc.

E.2 Detailed Information

Retainer. As stated above, we are offering a time-based retainer of \$6,500 per month not to exceed 30 hours of Imprenta staff time. This retainer includes all of the tasks listed in the following table.

Table 3a: Task Budget Types

Task as listed in Scope of Work	Туре
1. Newsletters - content development and design.	Included in monthly Retainer.
 List Management - management, maintenance, and development of materials (e.g., push notifications, etc.). 	Included in monthly Retainer. Note: purchase / rental of lists to be quoted separately (billed to client at cost).
3. Photography and image collection.	See the Photography section below.
4. Video and graphics.	See the Video section below.
 Public information relations plans - plan development and design. 	Included in monthly Retainer.
6. Public and media relations and media monitoring.	Included in monthly Retainer.
7. Communication consultation and support.	Included in monthly Retainer.
8. "Year in Review" content development and design.	Included in monthly Retainer. Note: printing price will be quoted separately depending on design.

Hourly Rate Pricing. This will be applied to tasks and projects that do not fall into the retainer category. Some examples would be "one-time" or "special" projects, content / script development exceeding 4 hours, etc. The following hourly rates will be utilized:

Table 3b: Staff/Job Role Hourly Rates

Staff / Job Role	Hourly Rate
Joe Fernandez Zago, Project Manager	\$180
Katreena Salgado, Creative Director	\$180
Tomás Prower, Account Manager, Spanish Liaison	\$120
Cheng Yang, Videographer, Asian Community Liaison	\$120
Brandi Garcia-Valdes, Social Media & Media Relations	\$120



Andrés Martínez Pais, Public Affairs Specialist	\$120
Andrea Martinez, Graphic Design and Analytics	\$120

Photography. As stated in the scope of work, we'll source photographs and images as follows:

- **Stock photographs:** We'll obtain these from copyright compliant sources such as Getty, Adobe, or Shutterstock at cost.
- **Custom photographs:** If custom photographs are required by Lake County, we'll charge a day rate as follows:
 - For stills only: \$700/day.
 - For stills with lights: \$950/day.
 - For stills using drones with a licensed pilot including permits: \$1,150/day.

Video. Video is a fixed amount, unless noted, based upon its type and length, as set forth below. The price is all inclusive, that is, concept and script development*, shoot and/or image compilation, lighting, editing, post-production, and on-line posting. These are estimated amounts based on prior client campaigns of similar specifications.

- Video Type: Onsite Interviews / Packaged Images.
- Animated elements: add \$1,200 to final video (this includes illustration, digitization, and programming).

Length	Amount	Use/platform
60 seconds or less	\$1,500	YouTube, Facebook, Instagram, TikTok
61 - 90 seconds	\$2,500	YouTube, Facebook, Instagram, TikTok
91 seconds to 3 minutes	Quoted	YouTube

Table 3c: Video Pricing

• Concept and Script Development*

- o If development and approval are less than 4 hours, its included in retainer.
- If development and approval exceeds 4 hours or there's no retainer, it will be charged at a rate of \$120 per hour.

Print. Includes printed materials and mailing. It's based upon a unit cost for the type of print piece and three elements: a) design, b) the number of pieces printed, and c) the number of pieces in first class bulk mailing.

• Print Piece (estimate, prices subject to change): Postcard

- o These are estimated amounts based on prior client campaigns of similar specifications.
- Assumes 6" x 9", two-sided, four-color, 80# card stock, satin, or gloss.



Table 3d: Postcard Pricing

Item	Unit Number	Total Amount
Design fee: 4 hours development including 2 rounds of drafts and final version (discounted Creative Director's rate).	1,000	\$480
Printing: estimated amount subject to change, includes scoring and folding.	1,000	\$1,800
List processing: names pulled, sorted, printed on postcard.	1,000	\$800
Mailing: post office rate - based on first class mail. Rate will change with rate preference (bulk, presort, etc.).	1,000	\$800
Total	1,000	\$3,880

• Print Piece (estimate, prices subject to change): Tri-Fold

- These are estimated amounts based on prior client campaigns of similar specifications.
- Assumes 8.5" x 11" unfolded, each folded panel is 8.5" x 3.667", fold options: accordion or roll fold, 80# text, matte finish.

Table 3e: Tri-Fold Pricing

Item	Unit Number	Total Amount
Design fee: 4 hours development including2 rounds of drafts and final version (discounted Creative Director's rate).	1,000	\$480
Printing: estimated amount, subject to change, includes scoring and folding.	1,000	\$2,750
List processing: names pulled, sorted, printed on mailer.	1,000	\$800
Mailing: post office rate - based on first class mail. Rate will change with rate preference (bulk, presort, etc.).	1,000	\$800
Total	1,000	\$4,830

• Print Piece: Custom

Prices will be quoted on an individual basis for custom print pieces.



SECTION F | APPENDICES

F.1 Portfolio Links

Please click on the links below to view our portfolio of projects, video, and other case studies.

Online Portfolio: https://spaces.hightail.com/space/s6ZbMLzznE

Video Portfolio: https://spaces.hightail.com/space/KjxdpwAlXR

Additional Case Studies: https://spaces.hightail.com/space/8y7pa5DPI3

YouTube Channel: https://www.youtube.com/channel/UC-m9cRvembG7G-rW_QVooPg



F.2 References

Reference 1	
Organization name: The California Endowment	Contact and title: Sarah Reyes, Chief Communications Officer
Address: 2440 Tulare Street, Suite 420 Fresno, CA 93721	Phone number: (559) 470-4545 Email Address: sreyes@calendow.org
Effective date of contract: December 2015 – Present	Value of Contract: \$750,000 annually
Description of products/services provided: Eth community engagement efforts, project manag and press events, and development of materia	ement for strategic communications, advocacy
Reference 2	
Organization name:	Contact and title:
Orange County Human Relations (OCHR)	Norma Lopez, Executive Director
Address: 1801 E. Edinger Ave. Suite 125, Santa Ana, CA 92705	Phone number: (714) 480-6594 Email Address: norma@wearegroundswell.org
Effective date of contract:	Value of Contract:
April 2022 - December 2022	\$210,000
	enta developed a comprehensive multi-lingual Hate Hurts Us All for OCHR (now Groundswell) that nd community groups to fight hate in Orange County
Reference 3	
Organization name: California Fire Foundation	Contact and title: Rick Martinez, Executive Director
Address: 1780 Creekside Oaks Dr. Sacramento, CA 95833	Phone number: (800) 890-3213 Email Address: rmartinez@cpf.org
Effective date of contract:	Value of Contract:
	\$570,000 annually



29

AGREEMENT FOR PROFESSIONAL COMMUNICATIONS AND PUBLIC RELATIONS SERVICES EXHIBIT "C" – FISCAL PROVISIONS

1. <u>CONTRACTOR'S FINANCIAL RECORDS</u>. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. <u>INVOICES</u>.

2.1 Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. <u>AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS</u>

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. <u>BUDGET</u>. For special projects not covered by the monthly retainer, the Contractor shall submit, in advance, a detailed budget, in the format provided by County for review and approval by the County. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the County.

5. **EXPENDITURE OF FUNDS.**

5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

5.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

AGREEMENT FOR PROFESSIONAL COMMUNICATIONS AND PUBLIC RELATIONS SERVICES EXHIBIT "D" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. <u>NON-DISCRIMINATION</u>. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. <u>AGREEMENTS IN EXCESS OF \$100,000</u>. Contractor shall comply with all applicable orders or requirements issued under the following laws:

- 4.1 Clean Air Act, as amended (42 USC 1857).
- 4.2 Clean Water Act, as amended (33 USC 1368).
- 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- 4.4 Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).

INDEMNIFICATION AND HOLD HARMLESS.

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees 7. has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

Contractor shall procure and maintain Workers' Compensation Insurance for all of its 9.1 employees.

Contractor shall procure and maintain Comprehensive Public Liability Insurance, both 9.2 bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. <u>ATTORNEY'S FEES AND COSTS</u>. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. <u>PAYROLL TAXES AND DEDUCTIONS</u>. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. <u>**OWNERSHIP OF DOCUMENTS.</u>** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.</u>

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. <u>ADHERENCE TO APPLICABLE DISABILITY LAW</u>. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. <u>HIPAA COMPLIANCE</u>. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability

and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. <u>NO THIRD-PARTY BENEFICIARIES</u>. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

22. <u>PUBLIC RECORDS ACT</u>. Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.